

IN THE UNITED STATES FEDERAL COURT
THE COUNTY OF MONTGOMERY
STATE OF ALABAMA

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ANGELA DENISE NAILS,

Plaintiff,

Case Number 1:06-cv-00797-MHT

ULTIMATE BUSINESS SOLUTIONS,

Defendant,

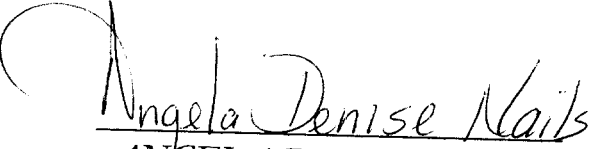
COMPLAINT OF FRAUD

The case follows under the Jurisdiction of Actitel III Section 2a Constitutional law. The company is a sole proprietorship in the United States. And is in the personal jurisdiction of nonresident defendant. Core-Vent Corp v. Noble Industries, 11 Federal Rule 3d 1482 1484 (9th Cir1993). The plaintiff is a resident of the state of Alabama. Subject matter question the defendant acting within their respective scopes of employment. Plaintiff case against the defendant Ultimate Business Solutions is basing the plaintiff complaint against the defendant on the lack of promise and the obligation the defendant has to the plaintiff. On June 20, 2006 the defendant representative electrically removed \$198.00 form the plaintiff Five Star Credit Union checking accounts. The defendant electric withdraw \$198.00 for work at home business selling Satellite Dish. The defendant offers was to sale the Satellite Dish on the Internet and make a profit of \$100.00 for each dish sold. During the initial

contact call with the defendant company which is a corporation but the defendant business is in a different states. The plaintiff was told over the telephone that there would be a trial bases 180 days and that the company would do all the advertising for the website. After the plaintiff received the booklet and the contract papers which was to be sign and return with a tax form a I-9 the plaintiff noticed that the contract worded the company would not do any advertising for the home base business. The business also would include a E-Commerce site the site would enable payments for products or services online. The plaintiff contacted the company about the wording of the contract the company said to the plaintiff that every call was recorded the day of the sale was made. The representative who called the plaintiff told the plaintiff that advertising would be included in the one time payment of \$198.00 withdraw from the plaintiff checking account. See generally American Civil Liberties Union v. Reno, 929 F. Supp. 824, 830-848(E.D.P.A. 1996). The Internet is used for individuals, corporation, organizations and institution worldwide and in recent years for business to provide information ad products to consumers and other business. The plaintiff called and complained to the defendant representative that the plaintiff was not getting the offer that was offered from the defendant representative. The representative told the plaintiff that all calls were recorded an if the person representing the defendant did offer the advertising she would call the plaintiff back with an answer of what was on the recording. The defendant representative called the plaintiff back after defendant representative listen to the recorded tape the day of the sale was made and the credit card information was taken over the telephone from the representative. The defendant representative ackloweged that there was a mistake

made on the part of the company representative. To make good for the mistake the company representative would upgrade the plaintiff services to 200 search engines and pay for the search engines to be installed. The defendant representative told the plaintiff that advertising would be a part of the \$198.00 payment. The promise from the defendant representative the plaintiff never received a website or 200 search engines or a refund of the plaintiff \$198.00. The plaintiff never got any other documentation from the company with the changes of the contract of the 200 search engines. The plaintiff contacted the company July 11, 2006 stating the plaintiff never received the new contract documents, the representative for the company told the plaintiff that the representative would call me back in about the documents. The defendant representative did not contact the plaintiff the plaintiff contacted the defendant representative about forty-five minutes later the representative stated that the documents were being researched the plaintiff requested the plaintiff money refunded. The representative never called the plaintiff back again. The defendant has with held the plaintiff funds using the funds for the defendant book keeping for tax year 2006. The defendant purpose of higher income is being stated on the banking account. The defendant is getting interest occurred on the \$198.00 the defendant has gotten from the plaintiff. Ultimate Business Solutions is earning interest on the plaintiff money. The plaintiff money has been held up the plaintiff can not use the \$198.00 because the defendant has the plaintiff money in their banking account. The plaintiff was promise a product and the defendant reluctantly did not provided the plaintiff with any resource to start using the product. The plaintiff is seeking \$45,000.000.00 from the defendant because of the defendant company liability and creditability was not withheld

and the promise of the guarantee or a full refund when the plaintiff was not satisfied. The language of the defendant was not corruptive. The plaintiff is holding liability against the defendant because of the defendant responsibility to be honest and not dishonest. The language at the being of the contract of the defendant was causing the plaintiff Metal Anguish and stress also the language was submitted to be harassing causing a complete opposite of the defendant offered. Complaint mail to Legal Department 815 West 1st Ave Suite 146 Mesa, AZ 85202.


ANGELA DENISE NAILS

PRO SE

EXHIBIT A

Direct Inquiries to:



FIVE STAR
 ★ ★ ★ ★ ★
CREDIT UNION

Post Office Box 2028 • Dothan, Alabama 36302
 Phone Inquires To: 1-888-619-1711

ACCOUNT NUMBER	PAGE
413650	2
01JUN06	30JUN06
FROM	TO
STATEMENT PERIOD	

ANGELA DENISE NAILS
 342 SOUTH ST ANDREWS STREET
 APT 808
 DOTHAN AL 36301

17JUN Withdrawal	-198.00 =	25.00
ULTIMATE BUSINESS 888-2651073 AZUS		
18JUN Withdrawal 4454 MONTGOME DOTHAN ALUS	-21.29 =	3.71
23JUN Deposit	5.50 =	9.21
29JUN Deposit REFUND DELUXE CHECK CHARGES	14.15 =	23.36
01JUL* Withdrawal	-19.95 =	3.41
AP9*SHOPPINGESSENT 800-962-0335 CTUS		
30JUN Checking Account Fee	-5.00 =	-1.59
LOW BALANCE FEE 1 @ \$5.00		

Miscellaneous
 Withdrawals

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
01JUN	10.01	06JUN*	12.17	13JUN*	4.51
01JUN	48.00	06JUN	4.54	13JUN*	24.00
01JUN	35.00	06JUN	25.90	13JUN*	7.34
01JUN	14.23	10JUN*	8.35	13JUN	57.78
01JUN	38.46	10JUN*	25.50	13JUN	1.26
01JUN	25.64	10JUN	209.14	13JUN	6.30
02JUN*	8.59	10JUN	50.85	13JUN	4.32
02JUN	173.34	10JUN	5.65	13JUN	1.32
02JUN	600.00	11JUN*	2.44	15JUN*	5.00
03JUN*	10.50	11JUN*	12.89	16JUN	2028.96
05JUN	2.46	11JUN	40.00	17JUN	198.00
05JUN	1.05	12JUN	25.00	18JUN	21.29
06JUN*	7.64	12JUN	11.09	01JUL*	19.95

** Continued on page 3. Financial and Tax Summary on last page **